



MARJORIE KELLY
Interim Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

November 1, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT NUMBER ONE TO COUNTY CONTRACT
NUMBER 73268 FOR TECHNICAL CONSULTING SERVICES PROVIDED TO THE
STATE OF CALIFORNIA HEALTH AND HUMAN SERVICES DATA CENTER
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment Number One to County Agreement Number 73268 (State of California Standard Agreement Number 00193). Pursuant to the terms of this Agreement, a County employee is assigned to work for the California Health and Human Services Data Center (HHSDC) providing technical consulting services, system maintenance and on-site technical support for the Child Welfare Services Case Management System (CWS/CMS) from the perspective of the County Children's Social Worker. Amendment Number One extends the term of this Agreement for two additional years effective upon Board approval and execution by the State, through November 30, 2004. The cost of Amendment Number One is \$147,053.12. The State will reimburse the County for 100% of the costs, so there is no net County cost. The funding is included in the FY 2002-03 Adopted Budget.
2. Approve and adopt the attached Resolution certifying approval of your Board to enter into the Amendment Number One to County Contract Number 73268 with HHSDC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

On March 6, 2001, your Board approved County Agreement Number 73268 for the loan of one County employee to serve as a consultant to the HHSDC for the CWS/CMS test team. During the course of this Agreement, Ms. Hawkins (the County employee who has been assigned to the HHSDC for the past two years) has acquired expertise on CWS/CMS.

On August 16, 2002, the State of California requested a two-year extension of Contract Number 73268 for consulting services to the CWS/CMS. Ms. Hawkins' system expertise and experience as a case-carrying Children's Social Worker assists the State of California in providing technical support to counties in their use of CWS/CMS. The State is experiencing recruitment difficulties and requested that the County extend the term of this contract for an additional two years to retain technical support levels.

Approval of this recommended action will allow the State of California to maintain continuity in providing technical services and support to all counties using CWS/CMS.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal No. 5, Strategy 1 (Coordinate, Collaborate and Integrate Services for Children and Families across Functional and Jurisdictional Boundaries). The recommended action will provide for continued County input into enhancement designs and maintenance of the State's CWS/CMS resulting in a more effective tool for delivery of services to children and families.

FISCAL IMPACT/FINANCING

The cost of the agreement amendment is \$147,053.12. There is no impact on the net County cost because the State of California will reimburse the County for 100% of the salary and employee benefit costs for the life of the agreement. Funding is included in the FY 2002-03 Adopted Budget.

Amendment Number One increases the total contract sum by \$147,053.12 from \$122,085.79 to a total of \$269,138.91.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The HHSDC has implemented statewide CWS/CMS as mandated by Welfare and Institutions Code 16501.5. CWS/CMS is an automated system that provides comprehensive statewide database information, case management and reporting capabilities for child welfare services. Both the Agreement and this Amendment were prepared by HHSDC; therefore, neither includes County required provisions for contracts between the County and contractors, including Quality Assurance, Child

Support Compliance Program Certification, the GAIN/GROW program participants or County employee hiring provisions. The County employee will continue to be responsible for developing and evaluating program testing and participation in completion of the detail systems design using case tools, responding to State and County functional requirements for application and design, data conversion, modification to the system and training, analyzing information, identifying problems and determining appropriate and effective solutions. Ms. Hawkins' selection was based on her expertise, practical experience and willingness to travel as needed.

The Chief Administrative Office has reviewed this Board Letter. The Board Letter and Agreement have been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

State of California, Government Code Section 19050.8 provides for the loan of employees for a period of up to four years between jurisdictions for purposes of enabling an agency to obtain expertise needed to meet a compelling program or management need. Since CWS/CMS is used Statewide by all counties, it is a compelling program within the meaning of Government Code Section 19050.8. Consequently, the State's request to extend the term of this contract and their reimbursement of her salary costs to the County of Los Angeles eliminate the need for our usual contracting processes.

IMPACT ON CURRENT SERVICES

Approval of this Amendment facilitates the State of California in continuing to provide technical support to CWS/CMS.

Failure to approve this Amendment jeopardizes the State of California's ability to technically support the counties in their use of CWS/CMS.

CONCLUSION

Upon execution by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a stamped copy of the approved Board letter, Resolution and Amendment to:

1. Department of Children and Family Services
Attention: Theresa Wisda, Manager
Contracts Administration
425 Shatto Place, Room 205

Los Angeles, California 90020

2. Cathy Tiongson, Procurement Analyst
State of California, Health and Human Services Agency Data Center
1651 Alhambra Boulevard
Sacramento, California 95816
3. County Counsel
Advice and Litigation Division
Attention: Kathleen Felice, Sr. Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, California 91754

Respectfully submitted,

MARJORIE KELLY
Interim Director

MK:cc

Attachments (3)

c: Chief Administrative Officer
County Counsel

Attachment I

Standard Agreement – APPROVED BY THE ATTORNEY GENERAL
STD. 2 (Rev. 5-91))

| | |
|---|----------------------|
| Contract Number 00193 | Am. No. 01 |
| Taxpayer's Federal I.D. Number 95-6000927 | |

THIS AGREEMENT, made and entered into this 1st day of December, 2000 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

| | |
|--|--|
| Title of Officer Acting for State Director | Agency Health & Human Services Data Center |
| Contractor's Name County of Los Angeles | |

, hereafter called the State, and

, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The parties mutually agree to this amendment as follows. All actions noted below are by reference made a part of this Agreement and are incorporated herein.

- 1 The original prior term of this amendment is December 1, through November 30, 2002.

This Amendment extends the term of this Agreement by two (2) years.

The revised term for this Agreement shall now be December 1, 2000 through November 30, 2004.

- 2 The amount of this amendment is \$147,053.12. The total amount of this contract is \$269,138.91.

- 3 Add Exhibit B-1, as the applicable Salary and Employee Benefits document effective upon execution of this amendment.

All other terms and conditions remain in full force and effect.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first written above.

| | | | |
|--|--|---|---|
| STATE OF CALIFORNIA | | CONTRACTOR | |
| AGENCY Health & Human Services Agency Data Center | | CONTRACTOR (If other than an individual, state whether a corp, etc.) County of Los Angeles | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | |
| PRINTED NAME OF PERSON SIGNING John Moise | | PRINTED NAME, TITLE & ADDRESS OF PERSON SIGNING Zev Yaroslavsky, Chair 425 Shatto Place, Room 205 Los Angeles, CA 90020 | |
| TITLE Im Director | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$147,053.12 | PROGRAM/CATEGORY (DOCE AND TITLE) Support | FUND TITLE HHSDC Rev Fund | DEPARTMENT OF GENERAL SERVICES USE ONLY |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$122,085.79 | OBJECT OF EXPENDITURE (CODE AND TITLE) 750.5222.01.690. PCA Code 96760 | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$269,138.91 | ITEM 4130-001-632 | CHAPTER 52 | STATUTE 2000 FISCAL YEAR 02/03 |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above | | T.B.A./B.R. NO. | |
| SIGNATURE OF ACCOUNTING OFFICER X | | DATE | |

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.
2. The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this Agreement, and the balances, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this Agreement is not assignable by the Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and approved as required. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provide herein, shall be in compensation for all of the Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Attachment II

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES
AMENDING COUNTY CONTRACT NUMBER 73268
TO EXTEND THE TERM OF THE ORIGINAL AGREEMENT
FOR TWO ADDITIONAL YEARS
AND TO INCREASE THE MAXIMUM CONTRACT SUM**

Whereas, an employee of the County of Los Angeles Department of Children and Family Services provides technical consulting services to the State of California Health and Human Services Data Center pursuant to the terms and conditions of County Contract Number 73268; and

Whereas, both the State of California and the County of Los Angeles wish to extend the term of County Contract Number 73268 for two additional years and increase the maximum contract sum of that contract from \$122,085.79 to \$269,138.91;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, that the County agrees to Amendment Number One to County Contract Number 73268, State of California Standard Agreement Number 00193, (hereafter "Agreement") for the technical consulting services provided by a County employee to the State of California Health and Human Services Data Center. The term of the Agreement shall be extended for two additional years, and shall expire on November 30, 2004. The maximum contract sum for the Agreement shall be increased from \$122,085.79 to \$269,138.91. Additionally, the State of California shall reimburse the County for the services of its employee. The Governing Board authorizes Chairman Zev Yaroslavsky to enter into this amendment with the State of California Health and Human Services Agency Data Center, and that Zev Yaroslavsky, Chairman, Board of Supervisors, is authorized to sign the transaction for the Governing Board.

The foregoing resolution was on the _____ day of _____ 2002, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio, the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors of
The County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
BY COUNTY COUNSEL

LLOYD W. PELLMAN

By _____
Thomas P. Fagan, Deputy County Counsel

Attachment III

RIDER A

A. COUNTY RESPONSIBILITIES:

1. County agrees to loan one County employee, Danielle Hawkins, hereafter referred to as Employee, to be headquartered in Sacramento. Employee shall report to the Child Welfare Services/Case Management Systems (CWS/CMS) Branch Manager. Duties are listed on Exhibit A, Duty Statement, which is attached and incorporated herein by this reference.
2. County agrees to pay to Employee:
 - a. A salary equal to that of which Employee would have earned had Employee remained in his/her permanent position of Children's Social Worker in Los Angeles County.
 - b. All other benefits of employment attendant to Employee's position with the County. This shall include, but not be limited to, the employer's share of the cost of health insurance, life insurance, unemployment insurance, retirement benefits and Old Age Survivors Disability Insurance.
3. If authorized by the County, and requested and approved by State, County shall reimburse Employee for overtime worked at the rate and under conditions approved for Employee's County classification.

B. STATE RESPONSIBILITIES:

1. The State agrees to reimburse the County for actual costs incurred by County under the terms of this Agreement in accordance with Exhibit B-1, Budget, which is attached and incorporated herein by this reference.
2. The State shall reimburse the County for all costs related to an injury or disability of Employee should Employee become injured or disabled as a result of the duties required of Employee as set forth in Exhibit A during the term of this Agreement to the same extent the County may be liable for such costs under the law of the State of California concerning the provision of workers' compensation benefits.

C. FISCAL PROVISIONS:

1. In consideration of the performance of the foregoing in a satisfactory manner, and upon receipt of detailed invoices, the State agrees to pay the County, monthly in arrears, in accordance with Exhibit B-1, Budget. The total contract shall not exceed \$269,138.91 for the term of this Agreement.

2. All invoices submitted to the State shall identify the Agreement Number 00193. Invoices which do not contain this information will be returned to the County with a request that the information be added to the invoices.
3. Employee is eligible for long-term travel per diem. Employee is eligible to a long-term subsistence allowance. In addition, should CWS/CMS activities require the Employee to travel to any County, other than his/her home County, as part of his/her responsibilities under this Contract, he/she shall also be entitled to short-term per diem for that period of time when he/she travels to and is temporarily located in that County. Upon submission of a completed Travel Expense Claim by Employee, the State agrees to pay directly to Employee all travel and per diem costs incurred by Employee which are necessary to fulfill the terms of this Agreement. Such reimbursement shall be in accordance with the provisions of Department of Personnel Administration (DPA), Regulation 599.619 as it applies to non-represented State employees. Applicable reimbursement rates and travel claim forms will be provided to Employee by the State.
4. Invoices and travel expense claims shall be submitted to:
Health and Human Services Data Center
Accounting Office
1651 Alhambra Blvd.
Sacramento, CA 95816

Remittance for any claims on this Contract shall be submitted to:

Los Angeles County
Attention: Ed Jewik, Finance Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

5. Changes to the line-item budget (Exhibit B-1) may be made provided County adequately documents the need for change and all of the following requirements are met:
 - a. Adjustments in the aggregate to any individual line item cannot exceed \$20,000 or 10 percent of the total contract amount, whichever is less;
 - b. The total amount of the Agreement does not change;
 - c. County submits a written request to the State for budget/program modification(s); explains the need for change(s), and specifically identifies item(s) to be reduced or increased;

- d. State approves such change(s) in writing prior to implementation. State reserves the right to deny requests for reimbursement in excess of any line item in the budget; and
 - e. Any budget change not meeting the above conditions shall be by contract amendment.
- 6. The State reserves the right to review service levels and billing procedures insofar as these impact charges against this Agreement.
 - 7. Final billing under this Agreement must be received by the State within thirty (30) days following the end of the contract term.
 - 8. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the Agreement were executed after the determination was made.
 - 9. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) 2002/2003, 2003/2004 and 2004/2005 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, term or funding of this Agreement in any manner.
 - 10. This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act(s) of 2002, 2003, 2004 for Fiscal Year(s) 2002/2003, 2003/2004 and 2004/2005. In addition, this Agreement is subject to any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or to any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement.
 - 11. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, the State has the option to cancel this Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. GENERAL PROVISIONS:

- 1. The Employee shall retain permanent position as Children's Social Worker III in the County of Los Angeles, during the term of this Agreement. The period during which the Employee renders services pursuant to this Agreement shall be

credited by the County to the Employee for purposes of determining seniority, promotional status, retirement date, and other employee benefits.

2. The Employee maintains all rights to compete in County open and promotional exams and State open exams.
3. Employee shall abide by the State and/or CWS/CMS Project Branch work rules, policies, and/or practices. Where conflicts may occur with the County work rules, policies, and/or practices, the State and/or the CWS/CMS Project Branch work rules shall apply.
4. During the performance of the Agreement, the County agrees to comply with the provisions of Exhibit C, which is attained and incorporated herein by this reference.
5. The Employee is subject to State Conflict of Interest Programs and, as such, will be required to complete the Statement of Economic Interests, Form 700.
6. In the event that the Employee terminates his/her employment with the County, this Agreement shall terminate upon his/her last day of employment, and the County shall not be obligated to provide another employee.
7. Upon termination of this Agreement, the Employee shall return to his/her regular permanent position as a Children's Social Worker III in the County of Los Angeles, Department of Children and Family Services, at the step at which the Employee would have been eligible.
8. The Employee is subject to the following incompatible activities provision of Government Code 1126 during the term of this Agreement:

“(a) Except as provided in Sections 1128 and 1129, a local agency officer or employee shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”

Any employment or other arrangement for compensated services by Employee with a CWS/CMS Project contractor, during Employee's assignment to the

CWS/CMS Branch, shall be deemed an incompatible activity within the meaning of Government Code Section 1126, subsection (a), and is prohibited during the term of this Agreement.

The Employee shall not engage in employment or services described in the preceding paragraph while assigned to the CWS/CMS project.

9. There shall be appointed a designated representative of the State responsible for making any decisions regarding the performance of this Agreement. If the County disagrees a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the State's representative is authorized by this Agreement to make binding decision, the County shall provide written dispute notice to the State's representative within fifteen (15) calendar days after the date of the action.
 - a) The written dispute notice shall contain the following information:
 - 1) The decision under dispute;
 - 2) The reason(s) the County believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - 3) Identification of all documents and substance of all oral communication which support the County's position; and
 - 4) The dollar amount in dispute, if applicable.
 - b. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the County within fifteen (15) calendar days. The decision of the representative shall contain the following information:
 - 1) A description of the dispute;
 - 2) A reference to pertinent contract provisions, if applicable;
 - 3) A statement of the factual areas of the agreement or disagreement; and
 - 4) A statement of the representative's decision with supporting rationale.
 - c. The decision of the representative shall be final unless, within thirty (30) calendar days from the date of the receipt of the State representative's decision, the County files with the State a notice of appeal addressed to:

Health and Human Services Data Center
Acquisition Services Branch
1651 Alhambra Boulevard
Sacramento, CA 95816

Pending resolution of any dispute, the Employee shall diligently continue all contract work and comply with all of the representative's orders and directions.

10. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
11. This Agreement may be terminated by either party upon thirty (30) calendar days written notice.
12. This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Performance may not commence until such approval has been obtained.

EXHIBIT A

COUNTY CONSULTANT DUTY STATEMENT

**APPLICATION DESIGN/TEST SECTION
CWS/CMS**

Under the general direction of the HHSDC Sup III, this position will be responsible for duties necessary to perform all system application design and development tasks of the CWS/CMS.

SPECIFIC ASSIGNMENTS

The County Consultant is responsible for technical data processing analysis of specific CWS/CMS functional requirements and assisting the contractor in understanding those requirements. The County Consultant provides input to the contractor and reviews deliverables for adherence to the functional requirements.

1. Develops and evaluates application program testing and participates in completion of the detail system design using case tools.....30%
2. Responds to State and County functional requirements for application and design, data conversion, modifications to the system and training; analysis information, identifies problems and determines appropriate/effective solutions.....25%
3. Monitors and evaluates application design progress and prepares project status reports. Prepares and/or reviews written material of technical nature.....25%
4. Provides technical liaison with the contractor and conducts system tests.....10%
5. Designs and conducts technical presentations to Department and County Management and liaisons with the CWS/CMS.....5%
6. Staff development activities.....3%
7. Other duties as required.....2%

SUPERVISION RECEIVED

The County Consultant is directly supervised by the HHSDC Supervisor III, receives general direction, assignments and work is reviewed.

SUPERVISION EXERCISED

None

ADMINISTRATIVE RESPONSIBILITY

None

PERSONAL CONTACTS

The County Consultant meets with the Department management at all levels. Additionally, the County Consultant frequently meets with State and County Staff, management and the Contractor.

OTHER INFORMATION

Job requires the ability to travel approximately 10 percent of the time.

EXHIBIT B-1
BUDGET

DANIELLE HAWKINS
EMPLOYEE NUMBER: 445373
SALARY AND EMPLOYEE BENEFITS
DECEMBER 1, 2002 THROUGH NOVEMBER 30, 2004

DANIELLE HAWKINS
EMPLOYEE #: 445373
SALARY AND EMPLOYEE BENEFITS

DECEMBER 1, 2000 THROUGH NOVEMBER 30, 2004

| | FY 00/01 | FY 01/02 | | FY 02/03 | | FY 03/04 | FY 04/05 | |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|--------------------|--------------------|---------------------|---------------------|
| | 12/01/00 - 06/30/01 | 07/01/00 - 07/31/01 | 08/01/01 - 06/30/02 | 07/01/02 - 07/31/02 | 08/01/02 - 6/30/03 | 7/01/03 - 06/30/04 | 07/01/04 - 11/30/04 | TOTAL* |
| Salary | \$23,365.37 | \$3,403.55 | \$39,494.95 | \$3,696.55 | \$45,482.81 | \$52,145.40 | \$21,727.25 | \$189,315.88 |
| Overtime | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Flex Earnings | \$476.00 | \$68.00 | \$748.00 | \$68.00 | \$609.50 | \$675.00 | \$281.25 | \$2,925.75 |
| Medical Benefits | \$1,354.92 | \$193.56 | \$2,129.16 | \$193.56 | \$2,411.68 | \$2,807.04 | \$1,169.60 | \$10,259.52 |
| Dental | \$129.08 | \$18.44 | \$202.84 | \$18.44 | \$156.57 | \$141.96 | \$59.15 | \$726.48 |
| FICA/HIT | \$344.26 | \$50.36 | \$583.55 | \$53.60 | \$663.46 | \$756.11 | \$315.04 | \$2,766.38 |
| Retirement Code 137 | \$1,341.20 | \$195.36 | \$2,266.99 | \$212.18 | \$2,664.51 | \$3,087.01 | \$1,286.25 | \$11,053.50 |
| Total Benefits | \$3,645.46 | \$525.72 | \$5,930.54 | \$545.78 | \$6,505.72 | \$7,467.12 | \$3,111.29 | \$27,731.63 |
| Overhead @ 24% | \$6,482.60 | \$943.02 | \$10,902.12 | \$1,018.16 | \$12,477.25 | \$14,307.00 | \$5,961.25 | \$52,091.40 |
| TOTAL | \$33,493.43 | \$4,872.29 | \$56,327.61 | \$5,260.49 | \$64,465.78 | \$73,919.52 | \$30,799.79 | \$269,138.91 |
| TOTAL BY FISCAL YEAR | \$33,493.43 | \$61,199.90 | | \$69,726.27 | | \$73,919.52 | \$30,799.79 | \$269,138.91 |

PROJECTED CHANGE OF SALARY SCHEDULE FOR CHILDREN SOCIAL WORKER II AS OF FOLLOWING DATES:

08/01/00: \$3,337.91
07/01/01: \$3,403.55
08/01/01: \$3,590.45
07/01/02: \$3,696.55
08/01/02: \$3,900.64
08/11/02: \$4,036.45
01/01/03: \$4,116.55
02/01/03: \$4,345.45
02/01/04: \$4,588.09

EXHIBIT C
MANDATORY LANGUAGE

STATEMENT OF COMPLIANCE

The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury laws of the State of California that the Contractor has, unless exempted, complied with the Nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

NONDISCRIMINATION CLAUSE

During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status and denial of family care leave. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code of Regulation are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance revisions of this clause in all subcontracts to perform work under this Agreement.

CONTRACTOR'S NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing here on, the Contractor does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that Contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

EXAMINATION AND AUDIT

The Contractor agrees that the State or its designated representative shall have the right to review and copy any record and supporting documentation pertaining to performance of this contract. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of the Agreement.

CONTRACT AUDITS

The Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of record retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, PCC 10115 et seq., California Code of Regulations Title 2, Section 1896)

CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. This Agreement shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

AMERICAN WITH DISABILITIES ACT (ADA)

The Contractor certifies to the State that it complies with the American Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

CHILD SUPPORT COMPLIANCE ACT

For any contract in excess of \$100,000, the Contractor acknowledges in accordance therewith that:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of its knowledge is fully complying with the earning assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.